



# WASHOE COUNTY

"Dedicated To Excellence in Public Service"

www.washoecounty.us

CM/ACM \_\_\_\_\_  
Finance DN  
DA \_\_\_\_\_ ✓  
Risk Mgt. DE  
HR N/A  
Grant Mgt. N/A

## STAFF REPORT BOARD MEETING DATE: January 27, 2015

**DATE:** January 2, 2015  
**TO:** Board of County Commissioners  
**FROM:** Jennifer Budge, CPRP, Park Operations Superintendent  
Community Services Department, 325-8094, [jbudge@washoecounty.us](mailto:jbudge@washoecounty.us)  
**THROUGH:** William H. Whitney, Division Director, Planning and Development  
Community Services Department, 328-3617, [bwhitney@washoecounty.us](mailto:bwhitney@washoecounty.us)  
**SUBJECT:** Approve a Consulting Agreement between Washoe County and Design Workshop [\$112,510] for Mount Rose and Washoe Valley Scenic Byways Corridor Management Plans (funded by Federal Highways Administration National Scenic Byways Program and Tahoe Regional Planning Agency On Our Way Grants). (Commission Districts 1 & 2.)

### SUMMARY

This item authorizes a Consulting Agreement between Washoe County and Design Workshop for Washoe Valley and Mount Rose Scenic Byways Corridor Management Plans. These projects are funded entirely from Federal Highways Administration National Scenic Byways Program and Tahoe Regional Planning Agency On Our Way grants.

At Board of County Commissioners direction, Washoe County, through its Community Services Department, conducted a comprehensive Request for Qualifications (RFQ) process to select a third party consultant. Design Workshop was the top scoring firm as outlined in the attached evaluations results.

Washoe County Strategic Objective supported by this item: Sustainability of our financial, social and natural resources.

### PREVIOUS ACTION

On June 24, 2014, the Board of County Commissioners (Board) approved an On Our Way Community Grant Program Sub-Recipient Agreement between Washoe County and Tahoe Regional Planning Agency [\$109,733 - no matching funds required] for the period of June 24, 2014, through June 30, 2016; and authorized the Director of the Community Services Department to execute the Sub-Recipient Agreement and all associated grant related documents; and directed the necessary budget adjustments.

On May 28, 2013, the Board accepted two National Scenic Byway Grants [\$33,320 grant - Washoe Valley Scenic Byway Corridor Management Plan, \$9,947 County in-kind match], and [\$43,797 grant - Mt. Rose Scenic Byway Corridor Management Plan, \$13,616 County in-kind

AGENDA ITEM # 10

match], and approved the associated Cooperative Agreement between the County of Washoe and Nevada Department of Transportation regarding development of SR341 Mt. Rose Scenic Byway Corridor Management Plan (term: Notice to Proceed through 11-30-2014); and approved the associated Cooperative Agreement between the County of Washoe and Nevada Department of Transportation regarding development of Washoe Valley Scenic Byway Corridor Management Plan (term: Notice to Proceed through 11-30-2014); and authorized the Community Services Department to advertise and solicit Requests for Qualifications for professional services; and authorized the appropriate budget adjustments.

### **BACKGROUND**

If approved, Washoe County, through its Community Services Department, will retain Design Workshop, to assist Washoe County and community stakeholders in development of two Corridor Management Plans (CMP), one plan for Washoe Valley Scenic Byway and one for Mount Rose Scenic Byway. The CMP's will focus on preservation and promotion of the byways, while addressing tourism, development, historic and natural resource preservation, roadway safety and economic development, focusing on the Federal Highways Administration (FHWA) 14-point requirements as a guide. The CMP's will address visitor needs and expectations; identification and resolution of safety concerns that could potentially hinder visitor experiences; enhancement of fundamental qualities; visual appeal and beautification opportunities; identify points of interest, unique features and recreation opportunities; all with the goal of capturing the collective community vision.

CMP's are required prior to applying for National Scenic Byway status and to qualify for additional funding for improvements along these popular travel corridors.

At Board of County Commissioners direction, Washoe County, through its Community Services Department, conducted a comprehensive Request for Qualifications (RFQ) process to select a third party consultant. A total of four firms submitted Statements of Qualifications and were evaluated by a team comprised of 6 diverse individuals (1-Washoe County Planner, 1-Washoe County Open Space and Regional Parks Commissioner, 1-Tahoe Transportation District, 1-Washoe Valley Alliance, 1-Tahoe Regional Planning Agency, 1-Nevada Department of Transportation). Design Workshop was the top scoring firm as outlined in the attached evaluations results.

### **FISCAL IMPACT**

#### *Washoe Valley Corridor Management Plan*

Approval of this Agreement will result in the expenditure of \$30,000 from Internal Order 11170-710100 Nevada Department of Transportation Scenic Byways grant (Board accepted May 28, 2013) appropriated in Fiscal Year 2014-15 in the amount of \$33,320. No budget adjustments are necessary. This is a planning project, no maintenance costs are affected.

*Mount Rose Scenic Byway Corridor Management Plan*

Approval of this Agreement will result in the expenditure of \$82,510 from two sources of grant funding: Internal Order 11171-710100 Nevada Department of Transportation Scenic By Way grant (Board accepted May 28, 2013) is appropriated in Fiscal Year 2014-15 in the amount of \$43,797. Internal Order 11180-710100 is appropriated in the amount of \$46,233. Total available grant funding for this project is \$90,030. No budget adjustments are necessary. This is a planning project, no maintenance costs are affected.

**RECOMMENDATION**

It is recommended the Board of County Commissioners Approve a Consulting Agreement between Washoe County and Design Workshop [\$112,510] for Washoe Valley and Mount Rose Scenic Byways Corridor Management Plans (funded by Federal Highways Administration National Scenic Byways Program and Tahoe Regional Planning Agency On Our Way Grants).

**POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be:

“Move to Approve a Consulting Agreement between Washoe County and Design Workshop [\$112,510] for Washoe Valley and Mount Rose Scenic Byways Corridor Management Plans (funded by Federal Highways Administration National Scenic Byways Program and Tahoe Regional Planning Agency On Our Way Grants).”

**SCENIC BYWAYS - CORRIDOR MANAGEMENT PLANS  
STATEMENT OF QUALIFICATIONS EVALUATION**

EVALUATION CRITERIA		DESIGN WORKSHOP										DTS						RUBICON DESIGN GROUP						WOOD RODGERS					
		Score	WGT	%	Total Possible	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	Evaluator 6	Ave. Total Score	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	Evaluator 6	Ave. Total Score	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	Evaluator 6	Ave. Total Score			
1	Firms History and resource capability to perform required services	10	15		150	150	150	150	150	120	120	150	90	150	150	150	150	150	135	75	90	120	45	90	150	120	150	150	
2	The commitment of singled experienced partner acceptable to the County to the project for the entire duration.	10	5		50	40	50	40	50	35	50	40	25	50	50	50	50	25	0	40	30	0	35						
3	Firm must have documented successful design experience within five years prior to date of Request for Qualifications in facility designs similar in size and scope to this project.	10	15		150	120	150	150	150	120	135	150	150	120	150	150	150	105	60	90	90	45	30						
4	Design Team: capacity, structure, experience, and product.	10	10		100	90	100	100	100	70	80	100	50	70	100	100	100	60	50	70	70	30	20						
5	Cost and schedule control experience and results. Familiarity with local regulatory agencies, area geography, and facilities.	10	10		100	50	80	60	100	50	80	60	100	80	100	100	100	60	0	90	100	0	100						
6	Commitment and demonstrated ability to meet the completions date for acceptable design documents per schedule.	10	15		150	150	150	150	150	105	135	135	150	90	150	150	150	150	150	0	105	150	60	105					
7	Analysis of project and approach including successful plan adoption applicable to the project. Ability to meet project requirements and objectives. Includes submittal of debarment certification form.	10	10		100	100	100	80	100	70	100	90	100	90	100	100	100	70	0	50	80	0	30						
8	Total Score	90	100		1000	900	970	940	990	750	600	925	835	850	1000	1000	831.6	685	185	645	730	180	430						
9	Rank (1 thru 4)				1	1	1	1	1	3	3	2	3	3	1	3	3	4	4	4	4	4	4	4	4	4	4		
	Average				1	1	1	1	1	3	3	2	3	3	1	3	3	4	4	4	4	4	4	4	4	4	4		
	Average				1	1	1	1	1	3	3	2	3	3	1	3	3	4	4	4	4	4	4	4	4	4	4		
	Average				1	1	1	1	1	3	3	2	3	3	1	3	3	4	4	4	4	4	4	4	4	4	4		
	Average				1	1	1	1	1	3	3	2	3	3	1	3	3	4	4	4	4	4	4	4	4	4	4		
	Average				1	1	1	1	1	3	3	2	3	3	1	3	3	4	4	4	4	4	4	4	4	4	4		
	Average				1	1	1	1	1	3	3	2	3	3	1	3	3	4	4	4	4	4	4	4	4	4	4		
	Average				1	1	1	1	1	3	3	2	3	3	1	3	3	4	4	4	4	4	4	4	4	4	4		
	Average				1	1	1	1	1	3	3	2	3	3	1	3	3	4	4	4	4	4	4	4	4	4	4		
	Average				1	1	1	1	1	3	3	2	3	3	1	3	3	4	4	4	4	4	4	4	4	4	4		
	Average				1	1	1	1	1	3	3	2	3	3	1	3	3	4	4	4	4	4	4	4	4	4	4		
	Average				1	1	1	1	1	3	3	2	3	3	1	3	3	4	4	4	4	4	4	4	4	4	4		
	Average				1	1	1	1	1	3	3	2	3	3	1	3	3	4	4	4	4	4	4	4	4	4	4		
	Average				1	1	1	1	1	3	3	2	3	3	1	3	3	4	4	4	4	4	4	4	4	4	4		
	Average				1	1	1	1	1	3	3	2	3	3	1	3	3	4	4	4	4	4	4	4	4	4	4		
	Average				1	1	1	1	1	3	3	2	3	3	1	3	3	4	4	4	4	4	4	4	4	4	4		
	Average				1	1	1	1	1	3	3	2	3	3	1	3	3	4	4	4	4	4	4	4	4	4	4		
	Average				1	1	1	1	1	3	3	2	3	3	1	3	3	4	4	4	4	4	4	4	4	4	4		
	Average				1	1	1	1	1	3	3	2	3	3	1	3	3	4	4	4	4	4	4	4	4	4	4		
	Average				1	1	1	1	1	3	3	2	3	3	1	3	3	4	4	4	4	4	4	4	4	4	4		
	Average				1	1	1	1	1	3	3	2	3	3	1	3	3	4	4	4	4	4	4	4	4	4	4		
	Average				1	1	1	1	1	3	3	2	3	3	1	3	3	4	4	4	4	4	4	4	4	4	4		
	Average				1	1	1	1	1	3	3	2	3	3	1	3	3	4	4	4	4	4	4	4	4	4	4		
	Average				1	1	1	1	1	3	3	2	3	3	1	3	3	4	4	4	4	4	4	4	4	4	4		
	Average				1	1	1	1	1	3	3	2	3	3	1	3	3	4	4	4	4	4	4	4	4	4	4		
	Average				1	1	1	1	1	3	3	2	3	3	1	3	3	4	4	4	4	4	4	4	4	4	4		
	Average				1	1	1	1	1	3	3	2	3	3	1	3	3	4	4	4	4	4	4	4	4	4	4		
	Average				1	1	1	1	1	3	3	2	3	3	1	3	3	4	4	4	4	4	4	4	4	4	4		
	Average				1	1	1	1	1	3	3	2	3	3	1	3	3	4	4	4	4	4	4	4	4	4	4		
	Average				1	1	1	1	1	3	3	2	3	3	1	3	3	4	4	4	4	4	4	4	4	4	4		
	Average				1	1	1	1	1	3	3	2	3	3	1	3	3	4	4	4	4	4	4	4	4	4	4		
	Average				1	1	1	1	1	3	3	2	3	3	1	3	3	4	4	4	4	4	4	4	4	4	4		
	Average				1	1	1	1	1	3	3	2	3	3	1	3	3	4	4	4	4	4	4	4	4	4	4		
	Average				1	1	1	1	1	3	3	2	3	3	1	3	3	4	4	4	4	4	4	4	4	4	4		
	Average				1	1	1	1	1	3	3	2	3	3	1	3	3	4	4	4	4	4	4	4	4	4	4		
	Average				1	1	1	1	1	3	3	2	3	3	1	3	3	4	4	4	4	4	4	4	4	4	4		
	Average				1	1	1	1	1	3	3	2	3	3	1	3	3	4	4	4	4	4	4	4	4	4	4		
	Average				1	1	1	1	1	3	3	2	3	3	1	3	3	4	4	4	4	4	4	4	4	4	4		
	Average				1	1	1	1	1	3	3	2	3	3	1	3	3	4	4	4	4	4	4	4	4	4	4		
	Average				1	1	1	1	1	3	3	2	3	3	1	3	3	4	4	4	4	4	4	4	4	4	4		
	Average				1	1	1	1	1	3	3	2	3	3	1	3	3	4	4	4	4	4	4	4	4	4	4		
	Average				1	1	1	1	1	3	3	2	3	3	1	3	3	4	4	4	4	4	4	4	4	4	4		
	Average				1	1	1	1	1	3	3	2	3	3	1	3	3	4	4	4	4	4	4	4	4	4	4		
	Average				1	1	1	1	1	3	3	2	3	3	1	3	3	4	4	4	4	4	4	4	4	4	4		
	Average				1	1	1	1	1	3	3	2	3	3	1	3	3	4	4	4	4	4	4	4	4	4	4		
	Average				1	1	1	1	1	3	3	2	3	3	1	3	3	4	4	4	4	4	4	4	4	4	4		
	Average				1	1	1	1	1	3	3	2	3	3	1	3	3	4	4	4	4	4	4	4	4	4	4		
	Average				1	1	1	1	1	3	3	2	3	3	1	3	3	4	4	4	4	4	4	4	4	4	4		
	Average				1	1	1	1	1	3	3	2	3	3	1	3	3	4	4	4	4	4	4	4	4	4	4		
	Average				1	1	1	1	1	3	3	2	3	3	1	3	3	4	4	4	4	4	4	4	4	4	4		
	Average				1	1	1	1	1	3	3	2	3	3	1	3	3	4	4	4	4	4	4	4	4	4	4		
	Average				1	1	1	1																					

**MOUNT ROSE AND WASHOE VALLEY SCENIC BYWAY  
CORRIDOR MANAGEMENT PLANS**

THIS AGREEMENT is made between the County of Washoe (herein referred to as “County”), and DESIGN WORKSHOP, INC. (herein referred to as “Consultant”).

**W I T N E S S E T H**

**1. RECITALS**

The County requires that certain Consultant services be performed for the professional design, planning, and facilitation services for the Mount Rose and Washoe Valley Scenic Byway Corridor Management Plans. The Consultant represents that it is qualified, equipped, staffed, ready, willing and able to perform and render such services as shall be necessary, required or desired for and on behalf of the County.

**2. EXHIBITS**

The following exhibits are attached and incorporated hereto:

- A. Mount Rose Scenic Byway Scope of Work
- B. Washoe Valley Scenic Byway Scope of Work
- C. Mount Rose Scenic Byway Fee Schedule
- D. Washoe Valley Scenic Byway Fee Schedule
- E. Insurance/Hold Harmless Requirements

In the event of an inconsistency between Exhibits A, B, C, D, E, and this document, the terms of this document shall prevail.

**3. SCOPE AND INTENT**

The Consultant shall perform, in a professional and proper manner to the satisfaction of the County’s Director of its Community Services Department (herein referred to as “Director”) or his designee, professional design, planning, and facilitation Consultant services as specified in Exhibits A and B, attached hereto and incorporated herein.

**4. TERM OF AGREEMENT**

The professional design, planning, and facilitation services outlined in Exhibits A and B shall be completed by September 1, 2015.

**5. ASSIGNMENT**

The Consultant shall not assign or transfer any interest in this Agreement without prior written consent of the Director.

**6. NOTICE TO PROCEED**

The Consultant shall begin services specified in this Agreement upon approval of this Agreement by the Board of County Commissioners, receipt and approval of required insurance documents by the County, and receipt of Notice to Proceed from County.

**7. STATUS OF CONSULTANT**

The Consultant shall have the status of an "Independent Consultant" as defined by NRS 284.173, and shall not be entitled to any of the rights, privileges, benefits, and emoluments of either an officer or employee of the County. Consultant shall not have the status of agent for the County with respect to the ability to obligate the County in any manner.

**8. COMPENSATION, PAYMENT SCHEDULE**

- A. The total compensation for the services reflected in Exhibits A and B shall not exceed \$112,510 unless extra services are performed with the prior written approval of the Director.
- B. Invoices will be mailed by Consultant's office by the 10<sup>th</sup> of each month with specific descriptions of the services performed and expenses incurred in the previous month.
- C. The Director shall review the request and accompanying substantiating documents and, if satisfied that the information is complete and accurate, authorize payment based on the quotes reflected in Exhibits C and D. Approved payments will be made within 30 days of the date of billing for payment. The cumulative total of payments for each category shall not exceed the total designated for that category.

**9. STANDARD OF CARE**

Consultant will perform the services authorized by this Agreement and any subsequent change order as an independent Consultant, using that degree of skill and care ordinarily exercised under similar conditions by reputable members of Consultant's profession practicing in the same or similar locality at the same time of performance.

## 10. APPROVAL OF PLANS, FINAL DOCUMENTS

The Consultant shall confer with the Director concerning distribution and production of draft and final plan documents to the public and project stakeholders, and shall submit plans for approval to the Director for review *prior* to extensive reproduction and distribution of said plans. The Director shall review the plans and advise Consultant of his approval or disapproval.

All segments of the plans that do not comply with the Federal Highways Administration and established standards set forth by National Scenic Byway Program shall be promptly revised at no additional charge to the County, unless the revisions are for the purpose of expanding the scope of work, in which case the changes shall be considered as additional items subject to approval by Director.

All elements of the Corridor Management Plans are subject to review and inspection by Nevada Department of Transportation and Tahoe Regional Planning Agency, with final sign off by Director. Corridor Management Plan shall be consistent with Federal Highways Administration, National Scenic Byway, Tahoe Regional Planning Agency, Nevada Department of Transportation, Washoe County, and locally adopted plans and guidelines.

## 11. CHANGES

County may order in writing, changes in scope, character of work, either decreasing or increasing the scope and character of Consultant's services. Fees for such changes shall be determined prior to approval.

Should such changes render portions of work previously done and approved inapplicable, Consultant shall be entitled to compensation for services performed prior to receipt of notice.

Any changes to this Agreement must be mutually agreed upon and shall be evidenced by written document signed by duly authorized representatives of the parties prior to implementation of any change. The County may refuse to accept or pay for any unauthorized changes.

## 12. INSURANCE, INDEMNIFICATION/HOLD HARMLESS

Washoe County has established specific indemnification and insurance requirements for contracts/agreements with Consultants/Consultants to help ensure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to ensure that Consultants/Consultants are aware of and accept the responsibility for losses or liabilities related to their activities. Exhibit E is attached and incorporated by reference. All conditions and requirements identified in this Exhibit shall be completed prior to the commencement of any work under this contract/agreement

13. **COMPLIANCE WITH LAWS**

Consultant shall at all times comply with all applicable federal and state laws and county or city ordinances and regulations of any other governmental agencies having jurisdiction over matters which are the subject of this Agreement.

14. **TERMINATION OF AGREEMENT FOR CAUSE**

This Agreement may be terminated by the County upon thirty (30) day written notice should Contractor fail to properly perform all the terms and conditions set forth in this Agreement, or should Contractor be adjudged bankrupt or be the subject of voluntary or involuntary petition for bankruptcy or assign or attempt to assign a substantial portion of its assets for the benefit of creditors, or have its license revoked or suspended, or fail to diligently pursue the project in a timely and professional manner to the reasonable satisfaction of the Director.

Should it reasonably appear that Contractor will not be able to complete the project within the time specified above and such delay is likely to substantially prejudice or damage the County and agreement cannot be reached on adjustment of compensation if an adjustment will adequately compensate the County, the County may declare a breach and secure services from alternate sources to achieve full performance. Contractor shall reimburse the County for any damages or expenses incurred above the amount the County would have paid had the Contractor properly performed.

15. **TERMINATION FOR CONVENIENCE**

In addition, County may terminate this Agreement without cause upon giving the Consultant notice in writing which notice shall specify a date not less than 30 days from the date of the notice on which the Agreement will terminate. Should County decide to terminate in accordance with this paragraph, County may do so by providing the notice of termination at any time under this Agreement. The County's issuance of a written Notice to Proceed with a Phase of work hereunder does not impair the County's right to terminate this Agreement at any time in accordance with this paragraph.

16. **OWNERSHIP OF DOCUMENTS**

Upon completion, or termination of this Agreement for any reason, County shall be entitled to full ownership and use of all documents for which payment has been made and may reproduce or use said documents for other projects. To the extent allowed by NRS chapter 41 and without waiving any defenses or limitations therein, County will defend, indemnify and hold harmless Consultant, its parent, subsidiaries, affiliates and subConsultants, including their respective officers, directors, employees, principals, partners, agents, successors and assigns (collectively, "Indemnitees") from and against all claims, settlements, costs, expenses, liabilities,

damages, penalties and interest, including attorney's fees and litigation expenses, (collectively, "Liabilities") asserted against or incurred by Indemnitees as a result of any use of, or reliance on, the documents for other projects.

**17. LICENSE**

Consultant shall maintain a Washoe County business license and any other license(s) required by the State of Nevada, or other local governments or agencies.

**18. NOTICES**

Except as otherwise specified, all notices under this Agreement shall be in writing. Any notice, demand, or request required by or made pursuant to this Agreement shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, certified or return receipt requested to the address specified below.

Notice to Consultant shall be addressed to:

Design Workshop, Inc.  
Stephanie Grigsby, Principal  
PO Box 5666  
Stateline, NV 89449

Notice to County shall be addressed to:

Director  
Washoe County Community Services Department  
P. O. Box 11130  
Reno, NV. 89520

**19. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Nevada and venue for any legal action arising out of any dispute shall be in a court of competent jurisdiction in Washoe County, Nevada. The parties to this contract agree that neither party will make a motion for nor is entitled to an award of attorneys' fees from the court because of any legal proceeding as a result of any issue(s) arising out of this contract, even if that party is considered to be a prevailing party.

20. **NONWAIVER**

A waiver by either County or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

21. **SEVERABILITY**

The invalidity, illegality or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

22. **INTEGRATION AND MODIFICATION**

This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by each of the parties.

23. **SUCCESSORS AND ASSIGNS**

County and Consultant each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

23. **THIRD PARTY RIGHTS**

Nothing herein shall be construed to give any rights or benefits to anyone other than County and Consultant.

24. **DISPUTE RESOLUTION**

Prior to the commencement of any legal proceeding to resolve any dispute arising out of this agreement, the parties agree to participate in a mutually agreeable method of alternate dispute resolution.

IN WITNESS WHEREOF, the parties have executed this Agreement on the year and date first above written.

DESIGN WORKSHOP, INC.

By: \_\_\_\_\_  
Stephanie Grigsby

Title: Principal

Date: \_\_\_\_\_

STATE OF NEVADA

COUNTY OF WASHOE

On the \_\_\_\_ day of \_\_\_\_\_, 2015, personally appeared before me, a Notary Public, \_\_\_\_\_, who acknowledged that he executed the above instrument for the purpose therein contained.

BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_

Title: Chairman

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Nancy Parent, County Clerk

**EXHIBIT A**  
**SCOPE OF WORK**  
**MOUNT ROSE SCENIC BYWAY CORRIDOR MANAGEMENT PLAN**

The following narrative describes a comprehensive list of services required to prepare design concepts and construction documents for the property. Efficiently organizing the work will be essential to completing the project in a timely fashion. While the following narrative is organized in a linear manner, many of the sub-tasks may actually proceed in a parallel or concurrent fashion.

The scope of work to be performed by Design Workshop (DW) in connection with this agreement is as follows:

**Task One. Project Management**

The general objective for this task is to organize and manage the project, including a project start-up meeting and regular project coordination.

The specific tasks to be completed are as follows:

1. Project Start-Up

Create a project management plan as part of the project kick-off to identify communication protocols, roles and responsibilities, critical success factors, and project coordination needs.

- a. Confirm project approach and primary goals and objectives.
- b. Introduce the planning process and team.
- c. Establish the stakeholder and public engagement strategy.
- d. Identify web-based involvement modes.
- e. Identify and confirm key stakeholders.
- f. Obtain input from stakeholders at the project onset.
- g. Identify assets, strengths, liabilities and challenges of the project areas.
- h. Pinpoint the topics for additional research and evaluation.

2. Project Coordination/Updates

- a. Maintain regular contact with the County project manager to update the County on project progress and needs. (Regular update calls with the County and in-person meetings for review of key deliverables.
- b. Determine optimal methods and frequencies of communication, and anticipate regular telephone and email correspondence.

*Deliverables*

- Invoices and Progress Reports
- Meeting Coordination and Facilitation
- Sub-consultant Coordination

**Task 2. Existing Conditions Analysis**

The DW team will conduct an inventory and analysis of the corridor to develop the foundation from which management plan recommendations will be developed. DW will conduct a site visit to document existing area conditions. An initial understanding of the corridor's intrinsic features will be documented. This information will be used as part of the community workshops in Task Three.

### ***Intrinsic Qualities Mapping***

Intrinsic qualities are those elements which create a landscape's fundamental quality and sense of place. DW will use the existing databases developed through work in the Lake Tahoe Basin, with Washoe County, State Parks, USFS, NDOT and others to create the base information from which an evaluation of the Mt. Rose Highway corridor's resources and scenic qualities can be analyzed.

DW will augment the available GIS database with data collection of a photo catalogue of additional intrinsic qualities such as scenic, cultural and architectural elements of significance. The imagery will be keyed into a photo catalogue in GIS or Google Earth using data coordinates. DW will work with the County to understand the need and potential use of the data set to develop and create its final format. Emphasis will be placed on not recreating the databases developed through recent planning efforts, but on consolidating that information for analysis.

### ***Existing Traffic Analysis***

The DW team will review the existing roadway geometrics and posted speed limits along the corridor. Recent traffic volume data will be obtained from NDOT and traffic trends will be evaluated. Any existing parking count data will be compiled. Historical crash data will be obtained for the most recent 5-year period available. The crash data will be analyzed and compared to average crash rates for similar facilities. Crashes involving bicyclists or pedestrians will be analyzed. In addition, the DW team will obtain and review available Roadside Safety Audits in order to identify potential existing traffic safety hazards and/or geometric design deficiencies. DW will contact NDOT, Washoe County, the Incline Village General Improvement District, and the Tahoe Transportation District to identify planned roadway improvements throughout the corridor.

### ***Land Use Analysis and Existing Policies Review***

The DW team will collect and review current and planned goals and policies in relation to land use, development, zoning, recreation, transportation, community design, and environmental improvements as outlined in existing regulatory documents as well as those under development. Emphasis will be placed on understanding land use and development patterns as it relates to managing the corridor's intrinsic qualities per FHWA's scenic byway requirements.

### ***Existing Conditions Report***

After conducting a comprehensive analysis and developing base maps, the DW team will summarize the findings into a Draft Existing Conditions Report for review with the

County and the Steering Committee (SC). Mapping and analysis will be documented and the corridor's vision and goals for management will be discussed in draft form.

After County and SC review of the Draft Existing Conditions Report, revisions will be made to prepare the content for presentation and input from the greater community. (See Task 3) The purpose will be to engage the community in a dialogue about the corridor's values, needs and concerns in terms of developing a corridor management plan. Discussions will focus on the project's primary emphasis of corridor management.

#### *Deliverables*

- Draft Existing Conditions Report
- Final Existing Conditions Report

### **Task 3. Public Meetings and Stakeholder Outreach**

Public outreach will occur in two (2) primary formats: in-person meetings and follow-up Survey Monkey web-based outreach. Two (2) public workshop meetings will be held to review and provide direction on first, the community's values, needs and concerns related to the corridor management and second, the draft recommendations.

#### *Steering Committee*

Engaging the various agencies and organizations with management responsibilities along the corridor is important in any plan development. Representatives from the County, TRPA, NDOT, IVGID, USFS, State Lands, and the Tahoe Transportation District will make up the Steering Committee (SC). The group's focus is providing input and feedback on plan elements. The DW team will meet with the SC two (2) times, once prior to each public workshop. Washoe County will work with DW to identify appropriate representatives and coordinate meeting times and locations.

#### *Public Work Sessions*

Two public workshops will occur over the course of the project. The first workshop will be to engage the public in a dialogue about the corridor's existing conditions in terms of overall value, needs and issues. (See Task 2) The second workshop will solicit input on the components of the draft management plan. (See Task 5)

DW will create flyers and imagery for the County's use in promoting the Public workshops. DW will provide the County digital files for printing and distribution via hardcopy or email. DW will provide the County presentation and summary information to be posted on the County website to allow the community to stay engaged with the process.

#### *Long Range Outreach Strategy*

The DW team will work with the County and the Steering Committee to identify a strategy for long-term implementation and management of the corridor. The strategy will identify methods for continuing public engagement and working together as Project Partners for implementation. Cooperative funding opportunities will be identified and venues for joint project collaboration described. DW will identify a draft strategy to review and confirm with the SC as part of a work session. The strategy will be incorporated as part of the final Corridor Management Plan.

#### *Deliverables*

- Meeting notes from each SC meeting and Public Workshop
- Public Workshop Flyers
- Sign-in sheets
- Workshop photo-documentation
- Draft Long Range Outreach Strategy

#### **Task 4: Develop Corridor Management Plan**

The focus of this task is content development of the Corridor Management Plan, including the items required to satisfy FHWA's 14-points to be included in a Corridor Management Plan. The 14 points to be addressed are as follows:

- Corridor boundary and mapping of intrinsic qualities
- Intrinsic qualities assessment
- Strategy for maintaining and enhancing the intrinsic qualities
- Implementation and management strategy
- Strategy for accommodating new developing while preserving the corridor's intrinsic qualities
- Long range outreach strategy
- Review of safety and accident record and identification of improvements
- Strategy for economic vitality
- Visitor experience enhancements strategy
- Control of outdoor advertising
- Signage plan that supports the visitor experience
- Marketing strategy
- Design standards
- Interpretation strategy

#### ***Vision and Goals***

The DW team will lead the County, stakeholders and community members in the development of the Corridor vision, goals and objectives. The goals and objectives will

outline the strategies for maintaining the corridor's intrinsic qualities. Two (2) rounds of edits by the County and stakeholders are anticipated.

### ***Roadway and Traffic Improvements***

Potential roadway improvement strategies will be developed and evaluated for both short-term and long-term conditions. Recommendations may include traffic safety improvements and roadway design standards to accommodate all travel modes (including bicyclists and pedestrians). Existing and proposed scenic overlooks and points of interest pullouts will be reviewed, and potential transportation improvements will be identified. Conceptual parking plans will be developed.

### ***Pedestrian and Bicycle Improvements***

The DW team will assess opportunities for multi-modal improvements and develop strategies to facilitate bicycle and pedestrian use of the corridor. Existing documents will be reviewed, such as the Lake Tahoe Region Bicycle and Pedestrian Plan. Existing and planned facilities will be reviewed and gaps in the network identified. The focus will be on developing a connected system and supporting signage, access and accessibility.

Specific tasks to be provided include:

- Assess the existing multi-modal system.
- Identify connectivity gaps.
- Evaluate and recommend additional bicycle and pedestrian routes along the corridor.
- Develop recommendations for bicycle facilities and amenities.

### ***Landscape and Signage***

Design strategies for landscape and signage will be developed in an effort to enhance the visitor experience and highlight the natural beauty of the corridor. Building from the SR 431 NDOT Landscape and Aesthetics Corridor Plan, the following elements will be generated:

- Landscape and signage design strategy
- Outdoor advertising compliance approach
- Wayfinding and interpretive sign potential themes

### ***Transit***

The DW team will review existing transit facilities and services within the vicinity of the corridor. The existing TART and Tahoe Transportation District services in Incline Village and existing skier shuttle services (if any) will be summarized, and the RTC's experimental transit service provided in 2014 will be reviewed. Documents regarding transit facilities and services in the area, such as the Washoe RTC Short-Range Transit Program, the SR 28 Corridor Management Plan, the Virginia Street Corridor Study, and

plans for the I-580 corridor will be reviewed and the recommendations contained in those documents will be summarized. Transit connectivity challenges will be identified and assessed, and potential strategies will be developed to enhance the transit component of the corridor, especially along the portion of SR 431 within the Tahoe Basin. Transit options could include seasonal or year-round service. Institutional issues and/or financial issues could be evaluated by LSC, if requested.

### ***Marketing Plan***

Working with the County and Steering Committee, the DW team will capture recommendations for corridor promotion. These recommendations should be geared towards current travel trends and the use of social media and digital technology for travel and wayfinding. The strategies will build from current marketing efforts and work towards communicating the corridor's intrinsic qualities and identifying methods of promoting, maintaining and sustaining those qualities.

### ***Deliverables***

- Draft vision, goals and objectives
- Draft roadway improvements recommendations
- Draft pedestrian and bicycle connectivity recommendations
- Draft landscape and signage strategy
- Draft transit strategy
- Draft marketing plan

### **Task 5. Report Preparation**

The outcome of this task will be the development of a Draft and Final Corridor Management Plan. Imagery, illustrations, conceptual diagrams and supporting information will be developed for to communicate the recommendations. It is anticipated the conceptual level parking layouts may be developed along with general alignments of potential pedestrian and bicycle routes. A matrix will be developed to show the relationship between identified projects, funding opportunities, project partners, and project goals. Project partners, involved throughout the process, will be engaged to provide letters of endorsement to show their support in implementing the plan.

### ***Draft Report***

The draft content developed in previous tasks will be consolidated and formatted along with sketches and imagery into a Draft CMP. Additional imagery and representative sketches may be developed to fully illustrate the vision of the corridor and the plan goals and objectives.

DW will develop a draft template showing graphic layout, format, style, and organization for review and approval prior to consolidating the document information into the CMP.

An Admin Draft Corridor Management Plan will first be prepared for review by the County. Comments will be addressed and revisions incorporated as appropriate and a Draft CMP will be prepared for review by the County and the Steering Committee.

The Draft Plan will be presented as part of a second public workshop to gain community input.

### ***Final Report***

DW will coordinate with the County to consolidate the comments from the County and Steering Committee. A final approach to address the feedback will be developed and documented as part of a comment spreadsheet. The DW team will make appropriate revisions and a Final Corridor Management Plan will be prepared and distributed to the County, NDOT and project partners. DW will work with the County to receive letters of endorsement and support of the CMP from the authorizing agencies.

### ***Deliverables***

- Admin Corridor Management Plan
- Draft Corridor Management Plan (5 hard copies and a digital copy)
- Comment tracking matrix and responses
- Final Corridor Management Plan (2 hard copies and a digital copy)
- Executive Summary document (2 hard copies and a digital copy)

## CONDITIONS AND EXCLUSIONS

County shall provide the following information and/or documents:

- Requested GIS layers
- Requested traffic studies/reports

Design Workshop assumes no responsibility for the accuracy of such information or for other professional services provided by the Client. DW will not be liable for any errors or omissions therein. If you request that DW provide services to obtain or coordinate the compilation of this information DW will bill them as Additional Services.

## YOUR INVESTMENT

### 1. Basic services

DW will provide all of the services described in this proposal for a lump sum fee of \$30,000.

The estimated fees are as follows:

Task 1: Project Management	\$5,791
Task 2: Existing Conditions Analysis	\$26,378
Task 3: Public Meetings and Stakeholder Outreach	\$14,004
Task 4: Develop Corridor Management Plan	\$19,048
Task 5: Report Preparation	\$17,291
<b>Total Fees</b>	<b>\$82,510</b>

### 2. Additional Services

Any services that are not defined in this agreement are compensated on an hourly basis for the time worked on your behalf. Rates are based on our current employee rate schedule. No additional services shall be provided or compensated for unless agreed to in writing by the County.

Additional services can include but are not limited to, redesign of work already approved, major revisions to the program and/or expansion of scope of services. When it is possible, DW will define the changes, additions or modifications to the scope, provide an estimate of costs and request written authorization in advance.

## **PAYMENT TERMS**

1. Invoices will be mailed from Design Workshop's office by the 10<sup>th</sup> of each month with specific descriptions of the services performed and expenses incurred in the previous month.

Invoices are payable within 30 days of the date of billing.

2. If you require greater detail for your accounting purposes, we will provide itemized breakdowns of hourly activities or provision of detailed backup for reimbursed expenses. At your request, we can provide this service at an hourly rate of \$65 (sixty-five dollars) per hour.

**EXHIBIT B**  
**SCOPE OF WORK**  
**WASHOE VALLEY CORRIDOR MANAGEMENT PLAN**

The following narrative describes a comprehensive list of services required to prepare design concepts and construction documents for the property. Efficiently organizing the work will be essential to completing the project in a timely fashion. While the following narrative is organized in a linear manner, many of the sub-tasks may actually proceed in a parallel or concurrent fashion.

The scope of work to be performed by Design Workshop (DW) in connection with this agreement is as follows:

**Task One. Project Management**

The general objective for this task is to organize and manage the project, including a project start-up meeting and regular project coordination.

The specific tasks to be completed are as follows:

1. Project Start-Up
  - a. Create a project management plan as part of the project kick-off to identify communication protocols, roles and responsibilities, critical success factors, and project coordination needs.
  - b. Confirm project approach and primary goals and objectives.
  - c. Introduce the planning process and team.
  - d. Establish the stakeholder and public engagement strategy.
  - e. Identify web-based involvement modes.
  - f. Identify and confirm key stakeholders.
  - g. Obtain input from stakeholders at the project onset.
  - h. Identify assets, strengths, liabilities and challenges of the project areas.
  - i. Pinpoint the topics for additional research and evaluation.
  
2. Project Coordination/Updates
  - a. Maintain regular contact with the County project manager to update the County on project progress and needs. (Regular update calls with the County and in-person meetings for review of key deliverables.
  - b. Determine optimal methods and frequencies of communication, and anticipate regular telephone and email correspondence.

*Deliverables*

- Invoices and Progress Reports
- Meeting Coordination and Facilitation
- Sub-consultant Coordination

## **Task 2. Existing Conditions Analysis**

The DW team will conduct an inventory and analysis of the corridor based on information provided by Washoe County and Washoe Valley Alliance to develop the foundation from which management plan recommendations will be developed. DW will conduct a site visit to document existing area conditions. An initial understanding of the corridor's intrinsic features will be documented using the data provided from the Washoe Valley Alliance. This information will be used as part of the community workshops in Task Three.

- Anticipated Assistance from the Washoe Valley Alliance (from previous Scenic Byways submittal)
  - Photo catalogue of intrinsic qualities
  - Summary of land uses and existing goals and policies
  - Summary of existing corridor uses
  - Input on intrinsic qualities and key resources

### ***Intrinsic Qualities Mapping***

Intrinsic qualities are those elements which create a landscape's fundamental quality and sense of place. DW will use the existing databases developed through work with Washoe County and NDOT as well as the information provided by the Washoe Valley Alliance to create the base information from which an evaluation of the Washoe Valley corridor's resources and scenic qualities can be analyzed. Emphasis will be placed on not recreating the databases developed through recent planning efforts, but on consolidating that information for analysis.

### ***Existing Traffic Analysis***

The DW team will review the existing roadway geometrics and posted speed limits along the corridor. Recent traffic volume data will be obtained from NDOT and traffic trends will be evaluated. Any existing parking count data will be compiled. Historical crash data will be obtained for the most recent 5-year period available. The crash data will be analyzed and compared to average crash rates for similar facilities. Crashes involving bicyclists or pedestrians will be analyzed. In addition, the DW team will obtain and review available Roadside Safety Audits in order to identify potential existing traffic safety hazards and/or geometric design deficiencies. DW will contact NDOT, Nevada Division of State Parks, and Washoe County staff to identify planned roadway improvements throughout the corridor.

### ***Land Use Analysis and Existing Policies Review***

The DW team will work with the Washoe Valley Alliance to understand the existing land use patterns and planned goals and policies in relation to land use, development, zoning, recreation, transportation, community design, and environmental improvements as outlined in existing regulatory documents as well as those under development. Emphasis will be placed on understanding land use and development patterns as it relates to managing the corridor's intrinsic qualities per FHWA's scenic byway requirements.

*Deliverables*

- Traffic Analysis Memo
- Base Maps

**Task 3. Public Meetings and Stakeholder Outreach**

Public outreach will occur in two (2) primary formats: in-person meetings and follow-up Survey Monkey web-based outreach. Two (2) public workshop meetings will be held to review and provide direction on first, the community's values, needs and concerns related to the corridor management and second, the draft recommendations.

*Anticipated Assistance from the Washoe Valley Alliance*

- Input as part of the Steering Committee
- Promotion of work sessions

*Steering Committee*

Engaging the various agencies and organizations with management responsibilities along the corridor is important in any plan development. Representatives from the County, NDOT, Washoe Valley Alliance and State Parks will make up the Steering Committee (SC). The group's focus is providing input and feedback on plan elements. The DW team will meet with the SC two (2) times, once prior to each public workshop. Washoe County will work with DW to identify appropriate representatives and coordinate meeting times and locations.

*Public Work Sessions*

Two public workshops will occur over the course of the project. The first workshop will be to engage the public in a dialogue about the corridor's existing conditions in terms of overall value, needs and issues. (See Task 2) The second workshop will solicit input on the components of the draft management plan. (See Task 5)

DW will create flyers and imagery for the County's and Washoe Valley Alliance's use in promoting the Public workshops. DW will provide the County digital files for printing and distribution via hardcopy or email. DW will provide the County presentation and summary information to be posted on the County website to allow the community to stay engaged with the process.

*Long Range Outreach Strategy*

The DW team will work with the County and the Steering Committee to identify a strategy for long-term implementation and management of the corridor. The strategy will identify methods for continuing public engagement and working together as Project Partners for implementation. Cooperative funding opportunities will be identified and venues for joint project collaboration described. DW will identify a draft strategy to review and confirm with the SC as part of a work session. The strategy will be incorporated as part of the final Corridor Management Plan.

### *Deliverables*

- Meeting notes from each SC meeting and Public Workshop
- Public Workshop Flyers
- Sign-in sheets
- Workshop photo-documentation
- Draft Long Range Outreach Strategy

### **Task 4. Develop Corridor Management Plan**

The focus of this task is content development of the Corridor Management Plan, including the items required to satisfy FHWA's 14-points to be included in a Corridor Management Plan. The 14 points to be addressed are as follows:

- Corridor boundary and mapping of intrinsic qualities
- Intrinsic qualities assessment
- Strategy for maintaining and enhancing the intrinsic qualities
- Implementation and management strategy
- Strategy for accommodating new developing while preserving the corridor's intrinsic qualities
- Long range outreach strategy
- Review of safety and accident record and identification of improvements
- Strategy for economic vitality
- Visitor experience enhancements strategy
- Control of outdoor advertising
- Signage plan that supports the visitor experience
- Marketing strategy
- Design standards
- Interpretation strategy

### *Vision and Goals*

The DW team will lead the County, stakeholders and community members in the development of the Corridor vision, goals and objectives. The goals and objectives will outline the strategies for maintaining the corridor's intrinsic qualities. One (1) round of edits by the County and stakeholders are anticipated.

### *Roadway and Traffic Improvements*

Potential roadway improvement strategies will be developed and evaluated for both short-term and long-term conditions. Recommendations may include traffic safety improvements and roadway design standards to accommodate all travel modes (including bicyclists and pedestrians). Existing and proposed scenic overlooks and points of interest pullouts will be reviewed, and potential transportation improvements will be identified. Conceptual parking plans will be developed.

### ***Pedestrian and Bicycle Improvements***

Portions of the corridor currently provide a popular bicycling route. The DW team will assess opportunities for multi-modal improvements and develop strategies to facilitate bicycle and pedestrian use of the corridor. DW will contact NDOT, Nevada Division of State Parks, Washoe County, and the Washoe Valley Alliance regarding planned facilities. Existing and planned facilities will be reviewed and gaps in the network identified. The focus will be on developing a connected system and supporting signage, access and accessibility.

Specific tasks to be provided include:

- Assess the existing multi-modal system.
- Identify connectivity gaps.
- Evaluate and recommend additional bicycle and pedestrian routes along the corridor.
- Develop recommendations for bicycle facilities and amenities.

### ***Landscape and Signage***

Design strategies for landscape and signage will be developed in an effort to enhance the visitor experience and highlight the natural beauty of the corridor. Building from the US 395 NDOT Landscape and Aesthetics Corridor Plan, the following elements will be generated:

- Landscape and signage design strategy
- Outdoor advertising compliance approach
- Wayfinding and interpretive sign potential themes

### ***Transit***

The RTC Intercity bus route between Carson City Reno is the only existing transit service within the vicinity of the corridor. Documents regarding transit facilities and services in the area, such as the RTC Short-Range Transit Program and adjacent corridor management plans, will be reviewed and the recommendations contained in those documents will be summarized. Transit connectivity challenges will be identified and assessed, and potential strategies will be developed to enhance the transit component of the corridor.

### ***Marketing Plan***

Working with the County and Steering Committee, the DW team will capture recommendations for corridor promotion. These recommendations should be geared towards current travel trends and the use of social media and digital technology for travel and wayfinding. The strategies will build from current marketing efforts and work towards communicating the corridor's intrinsic qualities and identifying methods of promoting, maintaining and sustaining those qualities.

### ***Deliverables***

- Draft vision, goals and objectives

- Draft roadway improvements recommendations
- Draft pedestrian and bicycle connectivity recommendations
- Draft landscape and signage strategy
- Draft transit strategy
- Draft marketing plan

## **Task 5. Report Preparation**

The outcome of this task will be the development of a Draft and Final Corridor Management Plan. Imagery, conceptual diagrams and supporting information will be developed to communicate the recommendations. It is anticipated that photographic images will be primarily used to convey recommendations. Up to two illustrations may be developed of key components if the budget allows. Emphasis will be placed on providing the content required for a Corridor Management Plan. A matrix will be developed to show the relationship between identified projects, funding opportunities, project partners, and project goals. Project partners, involved throughout the process, will be engaged to provide letters of endorsement to show their support in implementing the plan.

### ***Draft Report***

The draft content developed in previous tasks will be consolidated and formatted along with sketches and imagery into a Draft CMP. Additional imagery may be identified to fully communicate the vision of the corridor and the plan goals and objectives.

DW will develop a draft template showing graphic layout, format, style, and organization for review and approval prior to consolidating the document information into the CMP. An Admin Draft Corridor Management Plan will first be prepared for review by the County. Comments will be addressed and revisions incorporated as appropriate and a Draft CMP will be prepared for review by the County and the Steering Committee. The Draft Plan will be presented as part of a second public workshop to gain community input.

### ***Final Report***

DW will coordinate with the County to consolidate the comments from the County and Steering Committee. A final approach to address the feedback will be developed and documented as part of a comment spreadsheet. The DW team will make appropriate revisions and a Final Corridor Management Plan will be prepared and distributed to the County, NDOT and project partners. DW will work with the County to receive letters of endorsement and support of the CMP from the authorizing agencies.

### ***Deliverables***

- Admin Corridor Management Plan
- Draft Corridor Management Plan (5 hard copies and a digital copy)
- Comment tracking matrix and responses
- Final Corridor Management Plan (2 hard copies and a digital copy)

- Washoe Valley Corridor Management Plan

## **CONDITIONS AND EXCLUSIONS**

County shall provide the following information and/or documents:

- Requested GIS layers
- Requested traffic studies/reports

Design Workshop assumes no responsibility for the accuracy of such information or for other professional services provided by the Client. DW will not be liable for any errors or omissions therein. If you request that DW provide services to obtain or coordinate the compilation of this information DW will bill them as Additional Services.

## **YOUR INVESTMENT**

### 1. Basic services

DW will provide all of the services described in this proposal for a lump sum fee of \$30,000.

The estimated fees are as follows:

Task 1: Project Management	\$4,967
Task 2: Existing Conditions Analysis	\$4,648
Task 3: Public Meetings and Stakeholder Outreach	\$5,843
Task 4: Develop Corridor Management Plan	\$6,165
Task 5: Report Preparation	\$24,745
<b>Total Fees</b>	<b>\$30,000</b>

### 2. Additional Services

Any services that are not defined in this agreement are compensated on an hourly basis for the time worked on your behalf. Rates are based on our current employee rate schedule. No additional services shall be provided or compensated for unless agreed to in writing by the County.

Additional services can include but are not limited to, redesign of work already approved, major revisions to the program and/or expansion of scope of services. When it is possible, DW will define the changes, additions or modifications to the scope, provide an estimate of costs and request written authorization in advance.

## **PAYMENT TERMS**

1. Invoices will be mailed from Design Workshop's office by the 10<sup>th</sup> of each month with specific descriptions of the services performed and expenses incurred in the previous month.

Invoices are payable within 30 days of the date of billing.

2. If you require greater detail for your accounting purposes, we will provide itemized breakdowns of hourly activities or provision of detailed backup for reimbursed expenses. At your request, we can provide this service at an hourly rate of \$65 (sixty-five dollars) per hour.



# Exhibit D - Washoe Valley CMP Fee Schedule

## WASHOE VALLEY SCENIC BYWAY EFFORT

Description	Design Workshop Effort				LSC Effort				KME Effort					
	Principal Stakeholder Grigsby	Project Manager Allison Conroy	Project Assistant Ricky Kane	Direct Costs	DW TOTAL	Principal Gordon Shaw	Project Planner Sarah Hawley	Project Engineer Bill Stein	Support Staff	Direct Costs*	LSC TOTAL	Karen Mullen-Ehly	Direct Costs*	Grand Total
<b>WASHOE VALLEY SCENIC BYWAY EFFORT</b>														
<b>Task 1: Project Management</b>														
Project Start-up	1	12		\$ 1,470		0.25	18			\$ 116	\$ 1,874			\$ 3,344
Project Coordination/Updates (8 months)	1	6		\$ 850		0.25	4.5			\$ 58	\$ 533	2		\$ 1,623
Sub-total Task 1	2	18	0	\$ 2,320		0.5	22.5	0	0	\$ 174	\$ 2,407	2		\$ 4,967
<b>Task 2: Existing Conditions Analysis</b>														
Intrinsic Qualities Mapping	1	8	12	\$ 2,031		0.5	12	9	0.5	\$ 147	\$ 2,287	2		\$ 2,271
Existing Traffic Analysis	1	9	12	\$ 2,141		0.5	12	9	0.5	\$ 147	\$ 2,287	2		\$ 2,377
Sub-total Task 2	2	17	24	\$ 4,172		1.0	24	18	1.0	\$ 294	\$ 4,579	4		\$ 4,648
<b>Task 3: Public Meetings and Stakeholder Outreach</b>														
Steering Committee Meeting	2	4		\$ 740		0.5	5			\$ 58	\$ 628	1		\$ 1,408
Public Work Session One	2	10		\$ 1,440		0.25	1			\$ 240	\$ 1,823	2		\$ 1,823
Public Work Session Two	2	10		\$ 1,440		0.25	1			\$ 240	\$ 1,823	2		\$ 1,823
Long Range Outreach Strategy	1	4		\$ 590								1		\$ 710
Sub-total Task 3	7	28	0	\$ 4,210		1	7	0	0	\$ 58	\$ 913	6		\$ 5,943
<b>Task 4: Develop Corridor Management Plan</b>														
Vision and Goals	2	2		\$ 500		0	0					1		\$ 640
Roadway and Traffic Improvements	1	1	8	\$ 900		0.5	3			\$ 10	\$ 360			\$ 1,290
Pedestrian and Bicycle Improvements	1	8	8	\$ 1,570		0.5	2			\$ 10	\$ 295			\$ 1,985
Transit	2	2	8	\$ 860		0.25	0.5			\$ 15	\$ 110	2		\$ 970
Marketing Plan	2	4	4	\$ 1,060								2		\$ 1,300
Sub-total Task 4	6	17	28	\$ 5,010		1.25	5.5	0	0	\$ 35	\$ 795	3		\$ 6,795
<b>Task 5: Report Preparation</b>														
Draft Report	4	24	8	\$ 3,880		1	6	1	0.5	\$ 10	\$ 895	4		\$ 4,801
Final Report	2	16	8	\$ 2,700		0.25	1	1	0.5	\$ 10	\$ 183	2		\$ 3,123
Sub-total Task 5	6	40	16	\$ 6,580		1.25	7	1	1	\$ 20	\$ 1,078	6		\$ 3,123

Total Hours	22	112	55	\$ 161	\$ 20,281	4.5	54	10	1.5	\$ 434	\$ 7,459	19		\$ 24,745
Staff Rates	\$ 150	\$ 110	\$ 80	\$ 180	\$ 98	\$ 88	\$ 90	\$ 90	\$ 120	\$ 434	\$ 7,459	\$ 2,280		\$ 30,000
Total Costs	\$ 3,300	\$ 12,320	\$ 4,480	\$ 181	\$ 20,281	\$ 655	\$ 5,130	\$ 950	\$ 90	\$ 434	\$ 7,459	\$ 2,280		\$ 30,000
<b>GRAND TOTAL</b>														

Note: Inclusive of expenses such as supplies, printing, mileage, and lodging. Meal reimbursement not approved with grant funding.

## **EXHIBIT E – Insurance Requirements**

### **I**

#### **INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR AGREEMENTS WITH DESIGN PROFESSIONALS/CONSULTANTS**

##### **INDEMNIFICATION**

###### **CONSULTANT Liability**

CONSULTANT agrees to defend, indemnify and hold harmless COUNTY, its employees, officers and agents from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of CONSULTANT or its employees or agents in the performance of the contract. If the insurer by which CONSULTANT is insured against professional liability does not so defend the COUNTY and its employees, officers and agents and CONSULTANT is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees to be paid to COUNTY by CONSULTANT in an amount which is proportionate to the liability of CONSULTANT. As used in this section, "agents" means those persons who are directly involved in and acting on behalf of COUNTY in furtherance of the contract or the public work to which the contract pertains. (See: NRS 338.155)

###### **General Liability**

As respects all acts or omissions which do not arise directly out of the performance of CONSULTANT services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONSULTANT agrees to indemnify, defend (at COUNTY'S option), and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability arising out of any acts or omissions of CONSULTANT (or Sub-consultant, if any) while acting under the terms of this agreement; excepting those which arise out of the negligence of COUNTY.

In determining the nature of the claim against COUNTY, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against COUNTY.

##### **GENERAL REQUIREMENTS**

COUNTY requires that CONSULTANT purchase Industrial Insurance (Workers' Compensation), General and Auto Liability, and CONSULTANT'S Errors and Omissions Liability Insurance as described below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work here under by CONSULTANT, its agents, representatives, employees or Sub-consultants. The cost of all such insurance shall be borne by CONSULTANT.

##### **INDUSTRIAL INSURANCE**

It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONSULTANT or any Sub-consultant by COUNTY. CONSULTANT agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and NRS 617.210.

If CONSULTANT or Sub-consultant is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance. Such requirement may be waived for a sole proprietor who does not use the services of any employees, subcontractors, or independent contractors and completes an Affirmation of Compliance pursuant to NRS 616B627.

Should CONSULTANT be self-funded for Industrial insurance, CONSULTANT shall so notify COUNTY in writing prior to the signing of any agreement. COUNTY reserves the right to approve said retentions and may request additional documentation, financial or otherwise for review prior to the signing of any agreement.

#### **MINIMUM LIMITS OF INSURANCE**

CONSULTANT shall maintain coverages and limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.
3. CONSULTANT Errors and Omissions Liability: \$1,000,000 per claim and as an annual aggregate. Premium costs incurred to increase CONSULTANT'S insurance levels to meet minimum contract limits shall be borne by the CONSULTANT at no cost to the COUNTY.

CONSULTANT will maintain CONSULTANT liability insurance during the term of this Agreement and for a period of three (3) years from the date of substantial completion of the project. In the event that CONSULTANT goes out of business during the term of this Agreement or the three (3) year period described above, CONSULTANT shall purchase Extended Reporting Coverage for claims arising out of CONSULTANT'S negligent acts, errors and omissions committed during the term of the CONSULTANT Liability Policy.

Should COUNTY and CONSULTANT agree that higher CONSULTANT Coverage limits are needed warranting a project policy, project coverage shall be purchased and the premium for limits exceeding the above amount shall be borne by COUNTY. COUNTY retains the option to purchase project insurance through CONSULTANT'S insurer or its own source.

## **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division prior to the start of work under this Agreement. COUNTY reserves the right to request additional documentation, financial or otherwise prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be approved by the COUNTY Risk Manager prior to the change taking effect.

## **OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

### **1. General Liability Coverages**

a. COUNTY, its officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of CONSULTANT, including the insured's general supervision of CONSULTANT; products and completed operations of CONSULTANT; or premises owned, occupied or used by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the additional insureds, nor shall the rights of the additional insured be affected by the insured's duties after an accident or loss.

b. CONSULTANT'S insurance coverage shall be primary insurance as respects COUNTY, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, agents, employees or volunteers shall be excess of CONSULTANT'S insurance and shall not contribute with it in any way.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, agents, employees or volunteers.

d. CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. CONSULTANT'S insurance coverage shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

## **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. COUNTY with the approval of the Risk Manager may accept coverage with carriers having lower Best's ratings upon review of financial information concerning CONSULTANT and insurance carrier. COUNTY reserves the right to require that the CONSULTANT'S insurer be a

licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

### **VERIFICATION OF COVERAGE**

CONSULTANT shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms approved by COUNTY. All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by COUNTY before work commences. COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

### **SUB-CONSULTANTS**

CONSULTANT shall include all Sub-consultants as insureds under its policies or furnish separate certificates and endorsements for each Sub-consultant. Sub-consultant shall be subject to all of the requirements stated herein.

### **MISCELLANEOUS CONDITIONS**

1. CONSULTANT shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by CONSULTANT, any Sub-consultant, or anyone employed, directed or supervised by CONSULTANT.
2. Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Sub-consultants under it.
3. In addition to any other remedies COUNTY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:
  - a. Order CONSULTANT to stop work under this Agreement and/or withhold any payments which become due CONSULTANT here under until CONSULTANT demonstrates compliance with the requirements hereof;
  - b. Purchase such insurance to cover any risk for which COUNTY may be liable through the operations of CONSULTANT under this Agreement if CONSULTANT is unable to comply with the insurance requirements, and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
  - c. Terminate the Agreement.